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DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco



SCOPE OF WORK PROVISION

FOR

**ASBESTOS WORKER,
HEAT AND FROST INSULATOR:**

Mechanic

IN

IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

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Department of Industrial Relations

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BASIC AGREEMENT

BETWEEN
SOUTHERN CALIFORNIA CHAPTER,
WESTERN INSULATION
CONTRACTORS ASSOCIATION
and
LOCAL NO. 5
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS

Effective October 19, 1998
to September 23, 2001

**BASIC AGREEMENT BETWEEN
SOUTHERN CALIFORNIA CHAPTER,
WESTERN INSULATION CONTRACTORS ASSOCIATION
and
LOCAL NO. 5, INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS AND ASBESTOS WORKERS**

This Basic Agreement, having been the subject of negotiations between a committee appointed by Southern California Chapter, Western Insulation Contractors Association (hereinafter called the "Association") and International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 5, of Los Angeles, California (hereinafter called the "Union") is now made and entered into this _____ day of _____, Year _____. By and between _____

(Here insert name of individual employer)
(hereinafter called the "Employer") and the Union.

**ARTICLE I
Territorial Jurisdiction**

It is hereby agreed that an employer is anyone engaged in work described in Article XI, and that the provisions of this Agreement shall be binding upon the Employer individually and upon the employees individually and the Union within the territorial jurisdiction of the Union as defined by the International Association of Heat and Frost Insulators and Asbestos Workers.

The Employer further agrees that on all operations outside of the charted territory of the Union he will abide by the rates of pay, rules and working conditions established by a collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction. Employer may send a

Mechanic, and in the event of insufficient supply of local labor in that territory, such additional employees as may be necessary and such employees shall receive in addition to transportation costs the highest wage rates for their classification, board allowance, fringe benefits and other conditions of employment of either that jurisdiction or as established in this Agreement.

If the Employer performs work within the scope of the Maintenance Agreement, the Employer shall be, or become, signatory to the Maintenance Agreement.

**ARTICLE II
Workday**

The "regular" workday shall be eight (8) hours between 7 a.m. and 5 p.m.

The employer may deviate from normal starting times by notifying the Union prior to such deviation that the Asbestos Workers' starting time will coincide with the starting time of the majority of the crafts on the project. All other deviations from "regular" starting times shall be made only by mutual consent of the Union and the Employer. The deviation herein provided for shall not be construed to permit earlier starting times for the sole convenience of owners or customers. All provisions of this Agreement, including the overtime pay requirements for work in excess of 8 hours per day, shall remain applicable although an earlier starting time is established. An employee who fails to work the full regular workday hours as required by the Agreement may, after prior warning by the employer, be terminated.

not less than four (4) hours pay at the regular rate, and if more than four (4) hours are worked in any one day, shall receive not less than a full day's pay. In order to be paid show-up time, an employee must remain on the Job site for at least two (2) hours unless they are excused by the foreman or person in charge of the work.

When an employee is directed to report for work, and reports for work at the designated starting time on Saturday, Sunday, or Holiday, and for whom no work is provided, he shall receive a minimum of two (2) hours pay at the employee's overtime rate. Any employee who works beyond the minimum two (2) hours shall be paid for the actual hours worked, at the overtime rate.

ARTICLE XI

Description of Work and Work Covered

Section 1: Description of Work

1. New Work: New work for the purposes of this Article is defined as:

(a) The construction of any facility, structure, process or building that did not previously exist at the same site.

(b) The construction of any facility, structure, process, system (or sub-system) or building that is a replacement for a significantly demolished facility, structure, process, system, sub-system or building.

(c) The insulation of existing duct, pipe, equipment or vessel surface that had not previously been insulated, excluding the addition of fitting insulation pads on previously insulated systems.

(d) Tenant development in new or existing facilities.

2. Maintenance: Maintenance shall be recognized as work covered under Section 2 of this Article XI where such work is of a repair, asbestos removal, reinsulation or maintenance character.

Section 2: Work Covered

This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Apprentices engaged in the preparation and physical distribution on the job site, and application, of pipe and boiler coverings, insulation of hot surfaces, ducts, flues, etc., also the covering of cold piping and circular tanks connected with the same and all other work included in the trade jurisdictional awards to the Union.

This includes the installation of insulation on new work as well as maintenance or repair of work similar to the above, and the use of all materials for the purpose mentioned.

This work coverage clause shall include the fabrication of all fittings and lags whether done at the job site or in the shop.

All fabricated work done in the Employer's shop covered under the scope of this Agreement shall be supervised by Mechanic members under the terms and conditions of this Agreement and performed by employees under this Agreement or under the Local #5 Maintenance Agreement, and shall have the authorized Asbestos Workers International Union Label, or asbestos workers covered by this Agreement shall not be required to handle such material.

ARTICLE XII

At Work

Employees shall be considered "at work" for an Employer from the time they accept employment and they shall proceed to and execute said work in a faithful workmanlike manner and not quit same until after reasonable notice has been given the Employer. The mechanic in charge of out-of-town operations where board is paid shall complete the same before leaving the Employer.

ARTICLE XIII

Union Office

The Union shall have a permanent office address with telephone service, where its Business Agent or authorized officer can be communicated with between 8:00 a.m. and 4:00 p.m. each working day for the purpose of answering inquiries and providing necessary service to the Trade.

ARTICLE XIV

Miscellaneous Provisions

1. The Union agrees that there shall be no limitation or restrictions placed upon the individual working efforts of employees.
2. The Employer and the Union agree that safe working conditions shall be provided on all jobs in accordance with State and Federal Law.
3. Payment of wages to any employee whose employment is terminated, or who terminates his employment shall be made in

accordance with the provisions of the California Labor Code (Labor Code Sections 200 et seq.) as the same may be amended from time to time.

4. Nothing contained in this Agreement shall prohibit an employee or the Union on behalf of employees from submitting claims for unpaid wages, or other financial benefits provided for under Article VIII of this Agreement to an appropriate governmental agency for enforcement and determination, without proceeding through the grievance and arbitration procedure.

5. An employee driving a paste wagon shall receive the same rate of pay as Journeymen and shall receive subsistence in the amount set forth in the highest paid zone and shall be covered by all the terms and conditions of this Agreement. The rules governing the use and operation of paste wagons shall be as follows:

- (a) The vehicle to be used will be a pickup or van type;
- (b) The vehicle shall be the property of or leased by the Employer and shall not be the property of or leased from an employee;
- (c) Loading and unloading shall be in accordance with Article II of this Agreement;
- (d) The operator of the paste wagon shall be in charge of not more than one other employee;
- (e) The operator shall be paid travel expenses based on the highest zone in which the operator works during the day;

tion of the overtime pay rates, as they apply to Saturday and Sunday work, on an individual project basis. The common goal of the Union and the Association is to remain competitive with non-union contractors. Any request for modification must be made prior to the bid of said projects.

2. Target apprentices may be transferred from a Maintenance Job to New Construction Project, visa-versa, providing that the Union has received prior written notice of such a transfer and also providing that the ratio of Target Apprentices so transferred does not exceed for such project the designated limit of such workers on the Project.

Any Maintenance Worker that is from time to time transferred to a new construction project to perform work as a Target Apprentice shall be paid at the same rate on the new construction job that he is currently receiving as a Maintenance Worker. This shall also apply to the fringe benefits paid to said worker. Additionally, only Class II and Class III Maintenance Workers may be utilized as Target Apprentices for such purposes.

Indentured Apprentices dispatched to the Employer as Target Apprentices shall be paid the pay rate appropriate to his/her current Apprenticeship status.

ARTICLE XVI Maintenance

1. This Article shall not apply to work performed of a new construction nature, which is work required to erect new complete facilities. This work shall be done in accordance with the basic Agreement without regard to this Article.

2. (a) When so elected by the Employer, multiple shifts may be worked. When two (2) or three (3) shifts are worked, the first, or day shift, shall be established on a standard eight (8) hour basis, 7:30 a.m. to 4:00 p.m.; the second shift shall on a standard seven and one-half (7-1/2) hour basis, 4:00 p.m. to 12:00 midnight; and the third shift shall be established on a standard seven (7) hour basis, 12:00 midnight to 7:30 a.m. For the purpose of this Article, the shift which begins at 12:01 a.m. Saturday shall be considered to be a Friday third shift; and the shift which begins at 12:01 a.m. Monday shall be considered to be a Sunday Third Shift. Modifications of the starting times of each shift may be agreed upon from time to time by the Union and the Employer.

(b) Pay for time worked on the second and third shifts shall be equivalent to eight (8) hours pay at the straight time hourly rate which would have been paid the employee had he performed such work on the day shift.

(c) All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, Monday to Friday, inclusive, shall be paid at the applicable overtime rate.

3. In the event that this Agreement terminates and no Agreement is reached regarding wages and other working conditions, the parties hereto agree that in order that the continuity of work covered by this Article shall be maintained, the terms and conditions of this Agreement, including this Article, shall remain in effect at the installations affected until a new agreement has been negotiated, at which time the terms and conditions of the new

Agreement will be effective on a retroactive basis to the date of the termination of the old Agreement. Any payments due the employee or benefit plans by virtue of the terms of the new Agreement shall be paid within five (5) days after the effective date of the new Agreement.

4. The regular workweek for employees working under this Article shall be five (5) days, Monday through Friday.

5. For Maintenance Work :

The first worker assigned to each job site to work under this Agreement shall be a Craftsman Leadman. Every seventh (7th) worker assigned to the job site shall be a Mechanic covered by the Basic Agreement, except for asbestos and hazardous waste abatement work which shall comply with the ratios listed under Section IV, subparagraph II, of the Maintenance Agreement.

6. For Asbestos Removal Work:

A. On asbestos removal projects on mechanical systems, including piping, ducts, breechings, air conditioning system equipment and processing manufacturing systems, on work that requires seven (7) or more workers, the first worker assigned to each project under this Agreement shall be a Mechanic covered by the Basic Agreement. On such projects, the ratio of Maintenance Workers to each Mechanic shall not exceed (20) to one (1) for work covered by this Agreement.

B. On mechanical systems projects requiring less than seven (7) workers, a Craftsman Leadman or a Hazardous Material Handler (HMH) Mechanic shall be designated in charge of the project. It is the intent of this Agreement that projects cannot be broken

up into smaller components to avoid the requirements of assigning a Mechanic to the project.

C. On projects, other than those described above in paragraph A, a Craftsman may be designated to be in charge of up to fifteen (15) Maintenance Workers. If such employees exceed sixteen (16) workers employed under the terms of this Agreement, or the Maintenance Agreement, an HMH Mechanic or a Mechanic covered by the Basic Agreement shall be employed on the project for the duration of the project.

**ARTICLE XVII
Target Job Program**

1. A Target Job is a Job which the Union and Employer signatory to this Agreement agree that use of Pre-Apprentice, and 1st and 2nd year Apprentices in ratios other than provided in Article III of this Agreement, will enhance the employment generally of Mechanics and Apprentices covered by this Agreement. In the event of the unavailability of sufficient Pre-Apprentices, and 1st and 2nd-year Apprentices, or applicants on the Apprenticeship waiting list, the union may dispatch workers from any source they find adequate to fill the request. These persons are defined herein as Target Apprentices.

2. The Employer may submit to the Union a Target Job opportunity. The Business Manager of the Union or his designate, at his sole discretion, will then approve or disapprove in writing of the Target Job opportunity submitted. If a Target Job is approved by the Business Manager, or his designate, the Employer will be